

**DELPHI**

Delphi Electronics and Safety

Page 4 of 6

MARTEK INC  
112 S ROCKFORD DR #103  
TEMPE AZ 85281

**Purchase Order**

PO Number	Date Issued
450114702	21-Jul-2005
Version	
23-Aug-2005 07:52:27	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant
Description			Requester

**Notes Continued:**

MAIL ABOVE TO DELPHI-E&S PURCHASING, M/S CTLLM  
(OR, FAX #765-451-5750).

CONTRACTORS ARE ADVISED THAT THEIR EMPLOYEES MAY HAVE  
THE POTENTIAL OF EXPOSURE TO WORKPLACE CHEMICALS.  
CONCERNS REGARDING THIS MATTER CAN BE DIRECTED TO  
DELPHI-E&S'S ENVIRONMENTAL ENGINEERING DEPT AT  
(765) 451-5109.

**IMPORTANT NOTICE TO SUPPLIERS:**

PLEASE COMPLY STRICTLY WITH DELPHI'S ENVIRONMENTAL REQUIREMENTS AS STATED IN THE ENVIRONMENTAL REQUIREMENTS  
FOR CONTRACTORS / SUPPLIERS / VENDORS. A COPY OF THE ENVIRONMENTAL REQUIREMENTS IS AVAILABLE UPON WRITTEN  
REQUEST TO THE BUYER.

Delphi requires 100% on time delivery performance from suppliers. If you anticipate problems in delivering materials and/or completing services by the date  
specified on the Buyer's purchase order, the Delphi Buyer should be notified immediately.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous  
materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the  
salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions").  
Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities,  
please contact the appropriate Delphi's Buyer.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release,  
requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written  
form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively  
referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website,  
delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or  
commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms  
and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General  
Terms and Conditions) which Seller proposes will be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals  
in writing.

Supplier agrees to make deliveries according to the agreed upon delivery date(s), and to pay to Buyer liquidated damages amounting to 1.00% of the contract  
price per week, for each week (or part thereof) of any delay. Additional charges incurred by the supplier to achieve agreed upon delivery date are the supplier's  
responsibility and will not be reimbursed by Delphi.

Delphi requires 100% on time delivery performance from suppliers. If you anticipate problems in delivering materials and/or completing services by the date  
specified on the Buyer's purchase order, the Delphi Buyer should be notified immediately.